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16 UNITED STATES DISTRICT COURT

17 DISTRICT OF NEVADA

18 LAS VEGAS POLICE PROTECTIVE
ASSOCIATION METRO INC.; LAS VEGAS
20 METRO POLICE MANAGERS &
SUPERVISORS ASSOCIATION,

21 Plaintiffs,
vs.

23 LAS VEGAS METROPOLITAN POLICE
24 DEPARTMENT,

25 Defendant.

Case No.: 2:15-cv-1928 LDG-CWH

**DECLARATION OF STEVE
GRAMMAS IN OPPOSITION TO
LVMPD'S MOTION FOR SUMMARY
JUDGMENT**

1 I, Steve Grammas, declare:

2 1. I am President of the Las Vegas Police Protective Association (“LVPPA”). I have
3 personal knowledge of the information below and am competent to testify.

4 2. As a part of my responsibilities as LVPPA’s President, I regularly review and interpret
5 LVPPA’s collective bargaining agreement with Defendant Las Vegas Metropolitan Police
6 Department. Attached as Exhibit 1 is a true and correct copy of Article 5 from the most recent
7 collective bargaining agreement, dated July 1, 2016 to June 30, 2019.

8 3. During the negotiations, Defendant Las Vegas Metropolitan Police Department took the
9 position that SB 241 was a valid law and that LVPPA needed to make additional concessions in
10 order to maintain leave for full-time association positions.

11 4. LVPPA has made the following concessions:

- 12 • Pursuant to Article 10.12, employees hired after the ratification of the last contract
13 must work more years to cash out 100% of their unpaid leave;
- 14 • Eliminated the 400 to 1 ratio for staffing employee representatives;
- 15 • Reduced the number of full time association positions from eight (8) to seven (7);
- 16 • Agreed to reimburse LVMPD for the cost of one (1) full-time position;
- 17 • Maintained clothing and equipment allowance at \$1400 per year for employees,
18 which is \$275 less than the \$1,675 set forth in the CBA ending in 2010;
- 19 • No cost of living increases to offset PERS pension increases from 2009-2013;
- 20 • From 2011 through 2013, the Association agreed to freeze step increases (4%) and
21 longevity pay increases (.5) per year. The net effect is that employees will not make
22 up their lost step increases until their 11th anniversary. Employees will work 30 years
23 to recoup the .5% longevity increase.
- 24 • In 2011, LVPPA agreed to eliminate longevity pay for new hires. This concession
25 saves LVMPD 15% of the employee’s pay or approximately \$800,000 over an
26 employee’s 30 year career;
- 27 • In 2011, LVPPA agreed to reduce education incentive pay by 33%;
- 28 • In 2010, LVPPA agreed to significantly reduce the annual vacation sellback benefit;

- 1 • In 2010, LVPPA agreed to reduce employer healthcare contributions by \$500 per
2 member;

3
4 5. SB 241 weakened LVPPA's bargaining position during the negotiations for the 2016-
5 2019 agreement. LVPPA made additional concessions to maintain the associational leave
6 provision.

7 6. The current collective bargaining agreement will expire on June 30, 2019. The parties
8 will have to renegotiate a new collective bargaining agreement to succeed the 2016-2019
9 agreement.

10 7. We cannot know what position Defendant Las Vegas Metropolitan Police Department
11 will take regarding associational leave in future negotiations.

12
13 I declare under penalty of perjury of the laws of the United States and Nevada that that
14 the foregoing is true and correct. Executed May 22, 2018.

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18 STEVE GRAMMAS
19 President
20 Las Vegas Police Protective Association

EXHIBIT 1

PMSA

**Police Managers' & Supervisors'
Association**

&

**Las Vegas Metropolitan
Police Department**

**Collective Bargaining
Agreement**

July 1, 2016 – June 30, 2019

The Department will not be required to honor any bi-weekly deduction authorizations that are delivered to the Payroll Section after the beginning of the pay period during which the deductions should start.

4.3 Errors. The PMSA agrees to refund to the Department any monies paid to it in error on account of the payroll deduction provisions herein upon presentation of proper evidence thereof.

ARTICLE 5 - ASSOCIATION RIGHTS

5.1 Leave Hours. The Department agrees to provide 400 hours each fiscal year, accumulative for the duration of this contract, for the use of PMSA members to conduct Association business associated with the administration of the collective bargaining agreement which is inclusive of representation of bargaining unit employees and including day to day operations, i.e., conventions, seminars, training, and lobbying during the legislative session. Once the maximum yearly hours are exceeded, annual leave will be used.

5.2 Limits on Use. The PMSA agrees not to exceed six (6) individuals request for PMSA leave at one time and under normal circumstances, no two of the six individuals can be from the same unit or section of the Department unless authorized by the Bureau Commander.

5.3 Association Authorization. The Chairman, or his designee, will determine the use of PMSA leave.

5.4 Application for Leave. Members who have been authorized to be relieved from duty for the purposes above will submit LVMPD 2 (Application for Leave) or electronic leave slip through Employee Self-Service (ESS) through the chain of command to Payroll. The application for leave will indicate the hours absent are for PMSA business.

5.5 Association Positions. The Association will also be entitled to adopt two (2) full-time positions with an additional 400 hours for the above describe use. One of the full-time positions will be from the sergeant rank. This limitation to the sergeant classification will be fixed and an assigned sergeant will not have the ability to promote in place. In the event an assigned sergeant promotes to lieutenant, the employee will be removed from the Association assignment upon date of promotion. In the event a full-time person is appointed to serve, he/she shall not suffer any loss of pay and will be entitled to return immediately to the assignment they left if the assignment still exists.

Annotation: It is understood if a Captain serves as the Chairperson of the Association, the person may not fill a full-time association position as allowed above.

In compliance with SB241, enacted into law June 1, 2015, the Association will make the following concession for the full cost of two (2) full-time employee positions as well as up to 400 hours of association leave per year. These current concessions include:

1. Article 10.12 Cash Out, will amend the sick leave cash out for employees hired after ratification of this contract.
2. The Association will reimburse the Department for \$38,500, per year, of one (1) full-time position of the Association's choice.

This concession will satisfy the requirements of SB 241 until and unless the law is amended, repealed, or held unconstitutional.

5.6 Investigative Procedures – Labor Relations and the Association will conduct mandatory training regarding the investigative procedures set out below. This training will be for all commissioned supervisors and OIA investigators upon implementation. Thereafter, every new supervisor and OIA investigator will receive this training as well.

ARTICLE 25 - TERM OF AGREEMENT

This Agreement shall become effective as of July 1, 2016, unless otherwise specified herein, and shall be effective through June 30, 2019. This agreement shall remain in full force and effect during negotiations for a successor agreement with the exception of any increase in compensation that is inconsistent with any Nevada law. Retroactivity provided herein shall only apply to employees of the Department as of the date of the signing of this agreement.

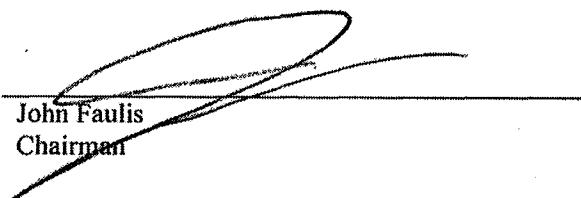
This agreement is entered into on this the 26th day of September 2016, by the Las Vegas Metropolitan Police Department and the Police Managers & Supervisors Association.

For the Department



Joseph Lombardo
Sheriff

For the Association



John Faulis
Chairman

For the Fiscal Affairs Committee



William McBeath
Chairman

1 **CERTIFICATE OF SERVICE**

2 The certify that on May 24, 2018, I electronically transmitted the attached document to the
3 Clerk's Office using the CM/ECF System for filing and transmittal and a Notice of Electronic Filing
4 was electronically transmitted from the court to the e-mail address on file.

5
6 /s/ Marcie Boyle

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